

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Harrell Minor, Jr.

DEFENDANTS

USAgencies, Inc.
Affirmative Insurance Company
Dionne Patterson

(b) County of Residence of First Listed Plaintiff Tuscaloosa

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Allwin E. Horn, IV
1130 South 22nd Street
Suite 4500
Birmingham, AL 35205

Allwin E. Horn, III
1130 South 22nd Street
Suite 4500
Birmingham, AL 35205

Attorneys (If Known)

II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 DEF Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4 DEF
- Citizen of Another State ☐ 2 ☐ 2 DEF Incorporated and Principal of Business In Another State ☐ 5 ☒ 5 DEF
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 DEF Foreign Nation ☐ 6 ☐ 6 DEF

IV. NATURE OF SUIT

(Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Automobile Uninsured Motorist Claim
Bad Faith Denial of UM Coverage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \$75,000 +

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA**

HARRELL MINOR, JR.,	)	<u>Summons</u>
	)	(Issued pursuant to Rule 4 of
	)	the Federal Rules of Civil
Plaintiff,	)	Procedure or other appropriate
	)	law.)
v.)	
	)	CIVIL ACTION CASE NUMBER:
USAGENCIES, INC. ,)	
AFFIRMATIVE INSURANCE COMPANY,)	
DIONNE PATTERSON,)	
)	
Defendants.)	

TO DEFENDANT Affirmative Insurance Company.
 c/o The Corporation Company
 2000 Interstate Park Drive, Suite 204
 Montgomery, AL 36109

You are hereby summoned and required to serve upon plaintiff's attorney(s):

Allwin E. Horn, IV
Allwin E. Horn, III
1130 South 22nd Street, Suite 4500
Birmingham, AL 35205

a response to the complaint which is herewith served upon you, within _____ days after service of the summons upon you, exclusive of the day of service. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.** A signed copy of your response **MUST** also be filed with the court.

DATE: _____

SHARON HARRIS, CLERK

By:

SEE REVERSE SIDE FOR RETURN

Deputy Clerk

(SEAL OF COURT)

NOTE: A separate summons must be prepared for each defendant.

CLERK, U. S. DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
1729 5th Avenue North
Birmingham, Alabama 35203

CASE NO. _____

RETURN ON SERVICE OF WRIT

I hereby certify and return that on the _____ day of _____, _____, I served this summons together with the complaint as follows:

☐ By personal service on the defendant at _____

☐ By serving a person of suitable age and discretion then residing in the defendant's usual place of abode. (Give name and address of person served.)

☐ By serving an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process of the defendant corporation, partnership, or unincorporated association. (Give name, capacity and address of person served.)

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date

Authorized or Specially Appointed Process Server

Costs of Service:	Service fee:	\$
	Expenses: _____ miles @ _____ cents	\$ _____
	TOTAL	\$

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA**

HARRELL MINOR, JR.,	)	<u>Summons</u>
	)	(Issued pursuant to Rule 4 of
	)	the Federal Rules of Civil
Plaintiff,	)	Procedure or other appropriate
	)	law.)
v.)	
	)	CIVIL ACTION CASE NUMBER:
USAGENCIES, INC. ,)	
AFFIRMATIVE INSURANCE COMPANY,)	
DIONNE PATTERSON,)	
)	
Defendants.)	

TO DEFENDANT USAgencies, Inc.
 c/o The Corporation Company
 2000 Interstate Park Drive, Suite 204
 Montgomery, AL 36109

You are hereby summoned and required to serve upon plaintiff's attorney(s):

Allwin E. Horn, IV
Allwin E. Horn, III
1130 South 22nd Street, Suite 4500
Birmingham, AL 35205

a response to the complaint which is herewith served upon you, within _____ days after service of the summons upon you, exclusive of the day of service. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.** A signed copy of your response MUST also be filed with the court.

DATE: _____

SHARON HARRIS, CLERK

By:

SEE REVERSE SIDE FOR RETURN

Deputy Clerk

(SEAL OF COURT)

NOTE: A separate summons must be prepared for each defendant.

CLERK, U. S. DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
1729 5th Avenue North
Birmingham, Alabama 35203

CASE NO. _____

RETURN ON SERVICE OF WRIT

I hereby certify and return that on the _____ day of _____, _____, I
served this summons together with the complaint as follows:

☐ By personal service on the defendant at _____

☐ By serving a person of suitable age and discretion then residing in the defendant's
usual place of abode. (Give name and address of person served.)

☐ By serving an officer, a managing or general agent, or any other agent authorized
by appointment or by law to receive service of process of the defendant
corporation, partnership, or unincorporated association. (Give name, capacity and
address of person served.)

*I certify under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct.*

Date

Authorized or Specially Appointed Process Server

Costs of Service: Service fee: \$
Expenses: _____ miles @ _____ cents \$ _____

TOTAL \$

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA**

HARRELL MINOR, JR.,	)	<u>Summons</u>
	)	(Issued pursuant to Rule 4 of
	)	the Federal Rules of Civil
Plaintiff,	)	Procedure or other appropriate
	)	law.)
v.)	
	)	CIVIL ACTION CASE NUMBER:
USAGENCIES, INC. ,)	
AFFIRMATIVE INSURANCE COMPANY,)	
DIONNE PATTERSON,)	
)	
Defendants.)	

TO DEFENDANT Dionne Patterson
 c/o The Corporation Company
 2000 Interstate Park Drive, Suite 204
 Montgomery, AL 36109

You are hereby summoned and required to serve upon plaintiff's attorney(s):

Allwin E. Horn, IV
Allwin E. Horn, III
1130 South 22nd Street, Suite 4500
Birmingham, AL 35205

a response to the complaint which is herewith served upon you, within _____ days after service of the summons upon you, exclusive of the day of service. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.** A signed copy of your response **MUST** also be filed with the court.

DATE: _____

SHARON HARRIS, CLERK

By:

SEE REVERSE SIDE FOR RETURN

Deputy Clerk

(SEAL OF COURT)

NOTE: A separate summons must be prepared for each defendant.

CLERK, U. S. DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
1729 5th Avenue North
Birmingham, Alabama 35203

CASE NO. _____

RETURN ON SERVICE OF WRIT

I hereby certify and return that on the _____ day of _____, _____, I served this summons together with the complaint as follows:

☐ By personal service on the defendant at _____

☐ By serving a person of suitable age and discretion then residing in the defendant's usual place of abode. (Give name and address of person served.)

☐ By serving an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process of the defendant corporation, partnership, or unincorporated association. (Give name, capacity and address of person served.)

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date

Authorized or Specially Appointed Process Server

Costs of Service:	Service fee:	\$
	Expenses: _____ miles @ _____ cents	\$ _____
	TOTAL	\$

**IN THE UNITED STATE DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

HARRELL MINOR, JR.,

Plaintiff,

V.

Civil Action Number: _____

USAGENCIES, INC.;

AFFIRMATIVE INSURANCE COMPANY,)

DIONNE PATTERSON;

Defendants.

COMPLAINT

JURISDICTION

1. The Plaintiff, Harrell Minor, Jr., is a citizen of the State of Alabama and is over the age of nineteen (19) years.
2. The Defendant, USAgencies Insurance Company, is a foreign corporation whose principal place of business in Baton Rouge, Louisiana.
3. The Defendant, Affirmative Insurance Company, is a foreign corporation whose principal place of business in Addison, Texas.
4. The Defendant, Dionne Patterson, is an individual citizen of the State of Louisiana.
5. Plaintiff's claim for damages exceeds \$75,000.
6. This Court maintains jurisdiction pursuant to 28 U.S.C. 1332(a).

FACTS

1. On November 1, 2008, the plaintiff was operating his motorcycle in Tuscaloosa County, Alabama when he was struck by an uninsured motorist. As a result of the accident, the Plaintiff suffered severe injuries to his ankle, foot, leg and other parts of his body requiring him to be hospitalized and undergo several surgeries requiring fixation of instrumentation in said ankle.
2. On said date, the Plaintiff was insured under a policy of insurance providing uninsured/underinsured motorist coverage by the named Defendants, Affirmative Insurance Company and USAgencies Management Services, Inc, policy number 3154782.
3. Said policy of insurance was contracted for by the Plaintiff's wife, Vanessa P. Minor, the named insured on said policy. At the time of the accident made the basis of this lawsuit, the Plaintiff was an insured under said policy of insurance by contract and operation of state law.
4. All premiums had been paid and said contract of insurance was in full force and effect.
5. On September 22, 2009, the Plaintiff made a claim for uninsured/underinsured motorist benefits under said policy of insurance, policy number 3154782 with the Defendants.
6. On October 13, 2009, the Defendants denied coverage for uninsured/underinsured motorist benefits to the Plaintiff on the grounds the policy of insurance in question provided an exclusion within said policy which excludes coverage to the plaintiff based on the type of vehicle he was operating. The denial letter specifically states:

“We do not provide uninsured motorist coverage for bodily injury sustained by any person:

- (a) While occupying, or when struck by, any auto or other motor vehicle owned by an insured person which is not insured for uninsured motorist coverage under this policy.

(e) While occupying or operating a motor vehicle with less than four wheels.”

Said denial letter further stated “therefore, since your client was operating a motorcycle that he owns, of which is not listed on his policy, due to the policy exclusion, we find that we must respectfully deny your client’s claim.” (See USAgencies letter dated October 13, 2009 attached as Exhibit A).

7. On October 26, 2009, the Plaintiff forwarded a letter to USAgencies representative, Dionne Patterson, who authored the denial letter providing her a copy of the Alabama Supreme Court case *Peachtree Casualty Company Insurance, Inc. v. Sharpton*, 768 So. 2d. 368 (Ala. 2000). *Peachtree* states in pertinent part the exclusion upon which the Defendants denied Plaintiff’s claim was void as against public policy as the same exclusion had been deemed void against public policy in the case of *Peachtree*. Plaintiff further pointed out in said letter to the Defendants that the law in the State of Alabama, as was evident by the *Peachtree* case, was that uninsured/underinsured motorist benefits inures to a person not a vehicle and what vehicle the insured was in or on at the time of the accident is irrelevant to a claim for uninsured/underinsured benefits in the State of Alabama. (See letter of October 26, 2009 attached as Exhibit B).

8. On November 3, 2009, the Defendants, by and through their agent, Dionne Patterson, acknowledged receipt of Plaintiff’s counsel’s letter of October 26, 2009, providing the *Peachtree* case and citing appropriate state law in Alabama, in which the Defendants advised they were denying the claim and their position stands as they are “still holding to the denial of coverage in reference to this matter.” (See USAgencies letter dated November 3, 2009 attached as Exhibit C).

9. At all times material to this Complaint, the Defendant Dionne Patterson, was acting in the

line, scope and course of her employment with the Defendants USAgencies Management Services, Inc. and Affirmative Insurance Company.

COUNT ONE

Uninsured/Underinsured Motorist Benefits

10. The Plaintiff adopts and realleges all preceding paragraphs and further avers:

11. At all time material to this Complaint, the Plaintiff was insured by a policy of insurance afforded by Affirmative Insurance Company, doing business as USAgencies, Inc. Under the policy of insurance at issue, the Defendants have a duty to pay some or all of the insurance benefits available to the Plaintiff as a result of the injuries and damages he sustained in the accident made the basis of this lawsuit.

WHEREFORE, premises considered, the Plaintiff demands judgment of the Defendants in compensatory and punitive damages in excess of the Court's jurisdictional limit.

COUNT TWO

Breach of Contract

12. The Plaintiff adopts and realleges all preceding paragraphs and further avers:

13. At all relevant times a valid and binding contract of insurance herein identified upon which the Plaintiff was an insured existed between the Plaintiff and Defendants.

14. The Defendants breached that contract by failing to timely pay uninsured/underinsured motorist benefits and by denying the same without any legal or lawful basis. The Defendant's conduct was systemic and reflected a pattern and practice of acting in violation of law.

15. The Plaintiff had performed all conditions, covenants, and promises required to be performed by him under Alabama law or in his part in accordance with the terms and conditions of his contract.

The Defendant's breach of contract directly and proximately caused the Plaintiff to suffer injury and damages as followed:

The plaintiff was denied uninsured/underinsured motorist benefits for which he was entitled; the plaintiff incurred medical expenses and charges for which he is due reimbursement; the plaintiff lost the value of his premiums; the plaintiff suffered emotional distress and mental anguish; the plaintiff has been defrauded.

WHEREFORE, premises considered, the Plaintiff demands judgment of the Defendants in compensatory and punitive damages, plus interest a costs of court.

COUNT THREE

Bad Faith

16. The Plaintiff adopts and realleges all preceding paragraphs and further avers:

17. The creation of an insurance contract between the Plaintiff and the named Defendants, placed a duty on said Defendants to exercise good faith and fair dealing in performance of its contractual obligation under the terms of the agreement, including the duty to act in good faith when investigating and paying uninsured/underinsured claims under the policy and the duty not to interfere with the Plaintiff's right to receive benefits under the policy in accordance with the laws of the State of Alabama. The Defendants breached a duty by refusing to promptly pay the uninsured/underinsured motorist benefits contracted for and agreed upon in the policy, thereby interfering with the Plaintiff's right to receive the benefits owed under said policy in accordance with the laws of the State of Alabama. At the time of the breach, the Defendants had actual knowledge that there was no reasonably legitimate or arguable or debatable reason, nor any reason open to dispute, which could refuse to provide the Plaintiff the benefits it had agreed to provide in its

contract with the Plaintiff.

18. By continuing to delay upon acting upon the Plaintiff's claim, Defendants intentionally failed to even attempt to determine whether a reasonable, arguable or debatable reason exist upon which it may deny the Plaintiff's claim as no investigation was conducted into the matter. The Defendants have interfered with the Plaintiff's right to receive benefits under the policy by refusing to provide benefits contracted for.

19. Defendants knew the Plaintiff had relied on the Defendants' representations expressly stated in the policy, that in the event of an accident with or involving an uninsured/underinsured motorist, the Defendants would timely pay benefits to the Plaintiff as set forth in the policy. The Plaintiff relied on these representations to its detriment. The Defendants made the misrepresentations knowingly, intentionally, willfully, wantonly and/or with reckless disregard for the truth. Furthermore, said representations were made within an attempt to induce the Plaintiff to act thereon. The Defendants breached their duty of good faith and fair dealing under the terms of the aforesaid contract negligently, intentionally, willfully, recklessly, and/or in bad faith, failing to determine whether there existed a lawful basis or arguable reason for Defendants to deny full and timely payment of the contracted for benefits provided by the policy. The subject matter of the above reference contract is of such a personal nature that the Defendants, at the time of contracting, could have, should have and did reasonably anticipate that a breach would result in emotional distress damages to the Plaintiff.

20. The Defendants aforesaid bad faith directly and proximately caused the Plaintiff to suffer loss and substantial monetary damages, and great mental anguish and emotional distress as a result thereof.

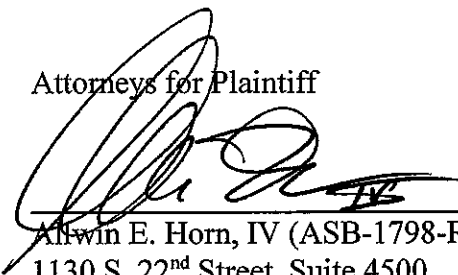
21. The Defendants breached there agreement by failing and refusing to pay the uninsured/underinsured motorist benefits owed to the Plaintiff as a result of this accident pursuant to its agreement with the Plaintiff and the policy at issue. The Defendants conduct was systemic and reflected a pattern and practice of acting in violation of the laws of the State of Alabama.

22. The Plaintiff suffered damages that were directly and proximately caused by the Defendants breach of the policy of insurance and the Defendants contract with the Plaintiff.

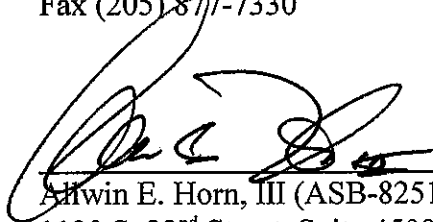
WHEREFORE, premises considered, the Plaintiff demands judgment of the Defendants in compensatory and punitive damages, plus interest a costs of court, to be determined by a struck jury.

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY

Attorneys for Plaintiff



Arwin E. Horn, IV (ASB-1798-R81-A)
1130 S. 22nd Street, Suite 4500
Birmingham, AL 35205
(205) 877-8700
Fax (205) 877-7330



Arwin E. Horn, III (ASB-8251-O76-A)
1130 S. 22nd Street, Suite 4500
Birmingham, AL 35205
(205) 877-8700
Fax (205) 877-7330

Trial Counsel:

Allwin E. Horn, IV

Allwin E. Horn, III

DEFENDANTS' ADDRESSES:

USAgencies

c/o The Corporation Company

2000 Interstate Park Drive

Suite 204

Montgomery, AL 36109

(Please Serve by Certified Mail)

Affirmative Insurance Company

c/o The Corporation Company

2000 Interstate Park Drive

Montgomery, AL 36109

(Please serve by Certified Mail)

Dionne Patterson

c/o The Corporation Company

2000 Interstate Park Drive

Montgomery, AL 36109

(Please serve by Certified Mail)



Of Counsel



P.O. Box 98505
Baton Rouge, LA 70884-8
Telephone: (205) 343-9000
www.usagencies.com

October 13, 2009

Allwin E. Horn, IV, P.C.
Attorney at Law
1130 South 22nd Street, Suite 4500
Birmingham, AL 35205

Claim No.: 369989
Policy No.: 1-3154782-1
Insured: Vanessa Minor
Claimant: Harrell Minor, Jr.
Date of Loss: Nov 01, 2008

Dear Attorney Horn:

Please be advised that we are in receipt of the claim filed against the above referenced policy on behalf of your client Harrell Minor, Jr. It's our understanding that your client was operating a motorcycle that he owns. This motorcycle is not listed on the policy.

Please make reference to your client's Affirmative Insurance Company policy booklet for Insurance, Section C – Uninsured/Underinsured Motorist Coverage, Uninsured Motorists, under Exclusions states:

We do not provide Uninsured Motorist Coverage for bodily injury sustained by any person:

- (a). While occupying, or when struck by, any auto or other motor vehicle owned by an insured person which is not insured for uninsured motorists coverage under this Policy.
- (e). While occupying or using a motor vehicle with less than four wheels.

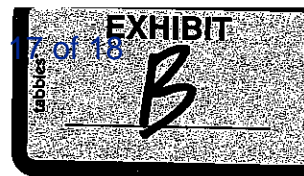
Therefore, since your client was operating a motorcycle that he owns, of which is not listed on his policy, due to the policy exclusion, we find that we must respectfully deny your client's claim.

Should you have any questions regarding our decision, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dionne M. Patterson", is written over the word "Sincerely,".

Dionne M. Patterson
USAgencies Management Services, Inc.
on behalf of Affirmative Insurance Company
(205) 343-9000 x-2595
Fax Number: (225) 987-5595
E-Mail: dpatterson@usagencies.com



ALLWIN E. HORN, IV, P.C.

ATTORNEY AT LAW

1130 SOUTH 22ND STREET

SUITE 4500

BIRMINGHAM, ALABAMA 35205

ALLWIN E. HORN, IV
(205) 877-8700
FAX (205) 877-7330
AHORN@ALLWINHORN.COM

OF COUNSEL
ALLWIN E. HORN, III

October 26, 2009

**Via Facsimile (225) 987-5595
& Certified Mail**
Dionne Patterson
USAgencies
PO Box 98505
Baton Rouge, LA 70884

**RE: Our Client/Your Insured: Harrell Minor, Jr./Vanessa P. Minor
Claim# 369989
Policy #: 3154782-1
DOA: 11/1/2008**

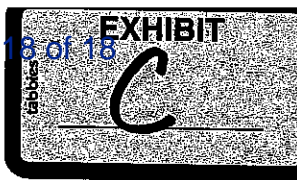
Dear Ms. Patterson:

I am providing you a copy of the case of *Peachtree Casualty Company Insurance, Inc. v Sharpton*, 768 So. 2d. 368 (Ala. 2000) for your review. The exclusion upon which you relied upon to deny Mr. Minor's claim for uninsured motorist benefits is void in the State of Alabama. I am providing you a case directly on point in which this question has been answered by the Alabama Supreme Court. In the State of Alabama uninsured/underinsured motorist coverage inures to the person and is not dependent on which vehicle an otherwise insured person is occupying or riding at the time of the accident. If I do not have a letter from you or some form of admonishment within 30 days stating you will change your position with regards to the basis of your denial I will sue you for Bad Faith. I am enclosing medical records and charges obtained to date. I hereby demand \$200,000 or your policy limits, whichever is less.

Yours Very Truly,

Allwin E. Horn, IV

AEHIV/tnm



November 3, 2009

Allwin E. Horn, IV, P.C.
Attorney at Law
1130 South 22nd Street, Suite 4500
Birmingham, AL 35205

Claim No.: 369989
Policy No.: 1-3154782-1
Insured: Vanessa Minor
Your Client: Harrell Minor, Jr./Vanessa P. Minor
DOL: 11/01/2008

Dear Attorney Horn:

Please be advised that this letter serves as acknowledgement to your recent correspondence of October 26, 2009. The claim has been reviewed once again and as it stands, we are still holding to the Denial of Coverage in reference to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Dionne Patterson". The signature is stylized with a large, looped "D" and a long, sweeping underline.

Dionne Patterson
USAgencies Management Services, Inc.
on behalf of Affirmative Insurance Company
P.O. Box 98505
Baton Rouge, LA 70884-8505
(800) 958-8545, ext: 2595
Fax Number: (225) 987-5595
Email: dpatterson@usagencies.com

Enclosure(s) – Denial Letter